

EXHIBIT C



TEAMING AGREEMENT

This Teaming Agreement is entered into as of 20th of April 2016, by and between

Nokia Solutions and Networks OY, a corporation validly organized and existing under the laws of Finland, with its principal offices at Karaportti 3, 02610 Espoo, Finland ("NOKIA"),

and
CitiSite Inc., a corporation validly organized and existing under the laws of California having its principal office at 11400 Highway 49, STE A, Jackson, CA 95642, USA, ("Company").

Each entity herein may be referred to individually as a "Party" and collectively as "Parties".

RECITALS:

WHEREAS, NOKIA is in the business of develop, manufacturing and supplying of communications equipment, solutions and services for application in telecommunications networks and connectivity solutions for Ooredoo Q.S.C. (the "Client").

WHEREAS, Company is in the business of developing, manufacturing and supplying of applications, products and/or services identified in **Exhibit A** (the "Products and Services") which might be revised and updated from time to time;

WHEREAS, the Parties desire to establish a relationship between NOKIA and the Company which would facilitate the development of mobile infrastructure solutions opportunities for the sale of Products and Services to the Client in the territory of the State of Qatar (the "Project");

WHEREAS, NOKIA would be responsible for such Project as a prime contractor, including Client relationship and overall project management and NOKIA is looking to subcontract portions of such Project to the Company.

NOW, THEREFORE, in consideration of the premises exchanged herein, NOKIA and Company agree as follows:

ARTICLE 1 PROJECT AND CO-OPERATION

- 1.1 The Project shall be identified in **Exhibit B** to this Teaming Agreement.
- 1.2 The parties shall cooperate to secure and Project with the Client.
- 1.3 Company to provide NOKIA pricing for certain Company products and services based on agreed solution. Such prices shall at no time be higher than the prices offered to any other NOKIA entity. The parties shall work in good faith to modify local prices (to be agreed separately in an appendix) as required in order for NOKIA to obtain the Project award considering the agreed prices between Company and Nokia. Company will provide all necessary technical information, business information and information concerning its proposed portion of a Project, including accurate, current, complete and reasonable pricing data, for use in the Project. Company shall make available appropriate, experienced and high quality personnel to provide reasonable assistance to NOKIA in the preparation of the Project as directed by NOKIA.
- 1.4 NOKIA shall be responsible for any contract negotiations with the Client regarding a Project.
- 1.5 NOKIA agrees to keep Company advised of all material changes in the Client's requirements which affects Company's proposed portion of the Project. Company shall promptly advise NOKIA of any roadmaps or other changes or product disruptions which may impact targeted Project, at least 6 months prior to any such change.
- 1.6 NOKIA shall use reasonable efforts to obtain the Project award, including preparation of best and final terms and conditions mutually acceptable to NOKIA and the Client, and Company agrees to assist in such efforts as NOKIA may reasonably request.



- 1.7 NOKIA agrees to use all reasonable efforts to secure approval of the subcontracting of the portion of the Project to the Company in the event such approval is necessary.

ARTICLE 2 RELATIONSHIP OF THE PARTIES

- 2.1 The parties shall act as independent contractors in the performance of this Teaming Agreement. Neither party shall act as, or be deemed to be, agent for or partner of the other party for any purpose whatsoever, and the employees of one party shall not be deemed the employees of the other party.
- 2.2 Nothing in this Teaming Agreement shall be construed to grant either NOKIA or Company the right to make commitment of any kind, for or on behalf of the other party, without the prior written consent of the other party.
- 2.3 It is understood and agreed that, in the event a Client awards the Project to NOKIA, NOKIA shall be the prime contractor, and as such shall lead the Project.
- 2.4 Nothing contained herein shall restrict either party from offering any products or services to the extent such restriction would not be permissible or allowed under the applicable laws and regulations.
- 2.5 All contacts with a Client with respect to the Project shall be the responsibility of NOKIA. Any contacts made by Company with the Client in regard of a Project, shall be only with the full knowledge, prior concurrence and participation of NOKIA.

ARTICLE 3 PERFORMANCE

- 3.1 The specific products to be delivered and/or work to be performed by Company in relation to the Project shall be defined in **Exhibit A** and the purchase orders issued by NOKIA from time to time.
- 3.2 The Company acknowledges and agrees that NOKIA is submitting a binding offer to the Client in reliance on the Company's commitment to deliver and provide its portion of the Project in a timely and professional manner. In the event the Project is awarded to NOKIA, and in the event any existing OEM Supply Agreement between the parties (or their respective affiliates) does not encompass the relevant products and services for the Project, the parties hereto shall immediately commence good faith negotiations of reaching an agreement on the eventual sale and purchase of such products.
- 3.3 The sale and purchase agreements with Company shall at the request of NOKIA be amended to include those provisions of the prime contract between NOKIA and the Client which, by the nature of the terms, are required to be flowed down to a subcontractor, including but not limited to, the term of contract, warranty, support availability, and indemnification. Company shall advise NOKIA, prior to submission of a proposal, of any clauses or provisions of the Project requirements, to which Company takes exception; any clauses or provisions to which exception is not taken may be included in the subcontract between the parties.
- 3.4 Unless expressly otherwise agreed between the Parties in a purchase order, all payments shall be paid within (90) calendar days from the date of receipt of an undisputed invoice.

ARTICLE 4 COSTS

Any and all costs, expenses, or liabilities of either party arising out of this Teaming Agreement or its implementation shall be borne by each party separately and individually. Neither party shall be liable or obligated to the other for any such cost, expense or liability.

ARTICLE 5 CONFIDENTIALITY

Information exchanged by the parties under this Teaming Agreement shall be subject to the Nondisclosure Agreement between the parties executed on 16th of March 2016.



ARTICLE 6 COMPLIANCE WITH LAWS

In carrying out its respective obligations under this Teaming Agreement, each party shall comply with all applicable laws and regulations of the local country and of any other applicable country, including any country of export. Each party agrees not to pay, promise to pay, or authorize the payment of any money or anything of value, whether directly or indirectly, to any person (whether a government official or private individual) for the purpose of illegally or improperly inducing any government official or any political party or official thereof to make an award decision or illegally or improperly to assist either party in obtaining or retaining business, or to take any other improper action favourable to either party in connection with the award of a license, permit, contract or other form of award or approval.

ARTICLE 7 TERMINATION

This Teaming Agreement shall expire upon the occurrence of one of the following events, whichever occurs first:

- a. The expiration of [24] months from the date of this Teaming Agreement; provided, however, this Teaming Agreement shall at the request of NOKIA be extended for one additional year if after the submission of any proposal to a Client, such Client has not provided written notice as to contract award within the 24-month period.
- b. The insolvency, bankruptcy, reorganization under the bankruptcy laws, or assignment for the benefit of creditors of either party.
- c. Material breach of this Teaming Agreement by either party with such breach remaining unremedied fifteen (15) days after receipt of notice of the breach.
- d. Mutual agreement of the parties.
- e. The Company being unable or willing to meet its obligations under this Teaming Agreement and/or the Global Supply Agreement.

ARTICLE 8 PUBLICITY

Neither party shall issue a news release, public announcement, advertisement or any other form of publicity concerning this Teaming Agreement or its role in a Project, without the express written approval of the other party.

ARTICLE 9 GENERAL

9.1 Any notices, requests, consents and other communications hereunder shall be in writing and shall be effective either when delivered personally to the party for whom intended, or five (5) days following deposit of the same into the mail (certified mail, return receipt requested), addressed to such party at the address set forth below:

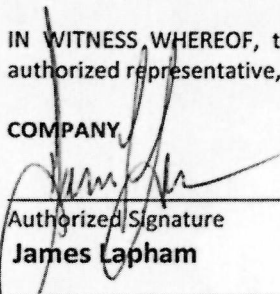
- a. If to NOKIA to:
- b. *Samer Lutfi*
Customer Team Head

- b. If to Company to:
- James T. Lapham*
Chief Operating Officer


NOKIA

- 9.2 This Teaming Agreement may not be assigned or otherwise transferred by either party, in whole or in part, without the express prior written consent of the other party. No provision of this Teaming Agreement may be waived except by writing by the party to be charged nor may this Teaming Agreement be amended except by a writing executed by both parties.
- 9.3 This Teaming Agreement shall be governed and construed under the laws of the Finland. Any dispute, controversy or claim arising out of or relating to this Teaming Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The arbitration proceedings shall be held in Helsinki, Finland in the English language.
- 9.4 Neither party shall be liable for delays or failure in performance due to events of force majeure.
- 9.5 In no event will either party be liable to the other party for any indirect or consequential damages arising out of or in connection with the Teaming Agreement, its termination or the performance of the terms of this Teaming Agreement, except where such damages are caused by breaches of confidentiality.
- 9.6 The foregoing represents the complete and exclusive statement of the agreement between the parties and supersedes any and all prior oral or written agreements, proposals, commitments, understandings, or communications with respect to the subject matter of this Teaming Agreement.
- 9.7 This Teaming Agreement may be executed and signatures exchanged by electronic means and in any number of counterparts, each of which shall constitute an original, but all of which, when taken together, shall be considered one document.

IN WITNESS WHEREOF, the parties hereto have caused this Teaming Agreement to be executed, each by its duly authorized representative, as of the date first above written:

COMPANY,

 Authorized Signature

James Lapham

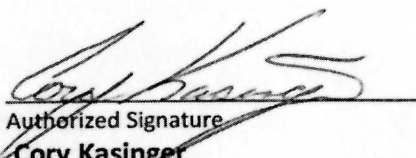
Name (Printed or Typed)

Chief Operating Officer

Title (Printed or Typed)

April 20, 2016

Date of Signature


 Authorized Signature

Cory Kasinger

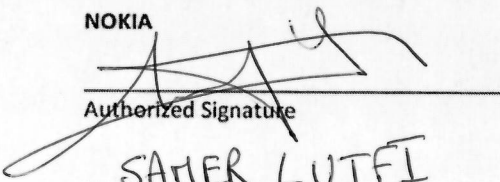
Name (Printed or Typed)

Chief Executive Officer

Title (Printed or Typed)

April 20, 2016

Date of Signature


NOKIA

 Authorized Signature

SAMER LUTFI
 Name (Printed or Typed)

CT HEAD
 Title (Printed or Typed)

April 26th, 2016

Date of Signature


 Authorized Signature

Sahbi Baccouche
 Name (Printed or Typed)

CBe
 Title (Printed or Typed)

April 26th, 2016
 Date of Signature

W.N.



EXHIBIT A – PRODUCTS AND SERVICES - TEAMING AGREEMENT NOKIA – CitiSite

CitiSite Chameleon Series C1, C2, C3, C4, C6 with all their variations.

Please refer to attached product datasheets.

(Datasheets to be attached)

W.N.

**NOKIA****EXHIBIT B – CLIENTS - TEAMING AGREEMENT NOKIA – CitiSite**

This exhibit forms an integral part the Teaming Agreement between NOKIA and Company.

Client	Project
Ooredoo Q.S.C	<ul style="list-style-type: none">- Any mobile infrastructure solutions.- Any other solutions to be agreed between the parties.

NOKIA NETWORKS – PROPRIETARY AND CONFIDENTIAL

W.N.